

## **OPTIMAL COMPUTING – TERMS OF USE**

---

The following Terms constitute a legal agreement between you and OPTIMAL COMPUTING.

### **1. GENERAL**

By accessing, browsing, or using this Web site, you acknowledge that you have read, understood, and agreed to be bound by these Terms and to comply with all applicable laws and regulations. If you do not agree to these Terms, please do not use this Web site.

OPTIMAL COMPUTING may at any time revise these Terms of Use and any other information contained in this Web site by updating this statement. The date of the last update will be precised on the top of these Terms.

### **2. PROPERTY RIGHTS**

Unless otherwise stated, OPTIMAL COMPUTING owns the intellectual property rights in the website and material on the Web site.

This Web site and all content in this Web site may not be copied, reproduced, republished, uploaded, posted, transmitted, distributed, or used for the creation of derivative works without prior written consent from OPTIMAL COMPUTING, except that OPTIMAL COMPUTING grants you non-exclusive, non-transferable, limited permission to access and display the Web pages within this Web site, solely on your computer and for your personal, non-commercial use of this Web site.

This permission is conditioned on your not modifying the content displayed on this site, your keeping intact all copyright, trademark, and other proprietary notices, and your acceptance of any terms, conditions, and notices accompanying the content or otherwise set forth in this Web site. Notwithstanding the foregoing, any software and other materials that are made available for downloading, access, or other use from this Web site with their own license terms, conditions, and notices will be governed by such terms, conditions, and notices.

Your failure to comply with the terms, conditions, and notices on this site will result in automatic termination of any rights granted to you, without prior notice, and you must immediately destroy all copies of downloaded materials in your possession or control. Except for the limited permission in the preceding paragraph, OPTIMAL COMPUTING does not grant you any express or implied rights or licenses under any patents, trademarks, copyrights, or other proprietary or intellectual property rights. You may not mirror any of the content from this site on another Web site or in any other media.

### **3. USE OF THE WEBSITE**

You must not use this Web site in any way that causes, or may cause, damage to the Web site or impairment of the availability or accessibility of the Web site; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this Web site to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this Web site without OPTIMAL COMPUTING express written consent.

#### **4. PERSONAL INFORMATION**

Please refer to the OPTIMAL COMPUTING Privacy Policy applicable here.

#### **5. DISCLAIMER**

Information on this Web site is not promised or guaranteed to be correct, current, or complete, and this site may contain technical inaccuracies or typographical errors. OPTIMAL COMPUTING assumes no responsibility for updating this site to keep information current or to ensure the accuracy or completeness of any posted information. Accordingly, you should confirm the accuracy and completeness of all posted information before making any decision related to any services, products, or other matters described in this site.

OPTIMAL COMPUTING provides no assurances that any reported problems will be resolved by OPTIMAL COMPUTING, even if OPTIMAL COMPUTING elects to provide information with the goal of addressing a problem.

#### **6. DISCLAIMER OF WARRANTY**

USE OF THIS SITE IS AT YOUR SOLE RISK. ALL MATERIALS, INFORMATION, PRODUCTS, SOFTWARE, PROGRAMS, AND SERVICES ARE PROVIDED "AS IS," WITH NO WARRANTIES OR GUARANTEES WHATSOEVER. OPTIMAL COMPUTING EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, STATUTORY, AND OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS. WITHOUT LIMITATION, OPTIMAL COMPUTING MAKES NO WARRANTY OR GUARANTEE THAT THIS WEB SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

YOU UNDERSTAND AND AGREE THAT IF YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIALS, INFORMATION, PRODUCTS, SOFTWARE, PROGRAMS, OR SERVICES, YOU DO SO AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES THAT MAY RESULT, INCLUDING LOSS OF DATA OR DAMAGE TO YOUR COMPUTER SYSTEM.

#### **7. LIMITATION OF LIABILITY**

IN NO EVENT WILL OPTIMAL COMPUTING BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE WHATSOEVER RELATED TO OR ARISING FROM THIS WEB SITE OR ANY USE OF THIS WEB SITE, OR OF ANY SITE OR RESOURCE LINKED TO, REFERENCED, OR ACCESSED THROUGH THIS WEB SITE, OR FOR THE USE OR DOWNLOADING OF, OR ACCESS TO, ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOST SAVINGS OR LOSS OF PROGRAMS OR OTHER DATA, EVEN IF OPTIMAL COMPUTING IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION AND WAIVER OF LIABILITY APPLIES TO ALL CAUSES OF ACTION, WHETHER BASED ON CONTRACT, WARRANTY, TORT, OR ANY OTHER LEGAL THEORIES.

Additional or different terms, conditions, and notices may apply to specific materials, information, products, software, and services offered through this Web site. In the event of any conflict, such

additional or different terms, conditions, and notices will prevail over these Terms of Use. Please see the applicable agreement or notice.

#### **8. SEVERABILITY**

If any part of this agreement is found void and unenforceable, it will not affect the validity of the balance of this agreement, which will remain valid and enforceable according to its terms.

#### **9. SURVIVAL OF TERMS**

The termination of this agreement does not relieve the parties from any obligation concerning, intellectual property, liability, restrictions and requirements and applicable law.

#### **10. GOVERNING LAW AND JURISDICTION**

These Terms are governed by Belgian law. Any dispute arising between you and OPTIMAL COMPUTING shall exclusively be submitted to the Belgium courts of Mons.